

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 7
)	(Previously Chapter 11)
SMILEDIRECTCLUB, INC., <i>et al.</i> ,)	
)	Case No. 23-90786 (CML)
Debtors.)	
)	(Jointly Administered)
)	

**UPDATE PURSUANT TO COURT DIRECTIVE OF NON-PARTY ORRICK,
HERRINGTON & SUTCLIFFE LLP**

Non-party Orrick, Herrington & Sutcliffe LLP (“Orrick”), in its capacity as proposed Special Litigation Counsel for Allison D. Byman, the Chapter 7 Trustee (the “Trustee”) of the jointly-administered bankruptcy estates of SmileDirectClub, Inc. and the affiliated debtors (collectively, the “Debtors”) in the above-captioned Chapter 7 cases, files this update pursuant to the Court’s directive at the February 3, 2025 status conference (the “Status Conference”), which directed that Orrick file any agreements it has entered into with, on behalf of, or for the benefit of the Trustee.¹ Pursuant to the Court’s directive, Orrick states as follows:

1. Attached as Exhibit A is a contract between Consilio, LLC (“Consilio”), Orrick, and the Trustee for eDiscovery services (the “Consilio Agreement”). Pursuant to Section 3 of the Consilio Agreement, Orrick is solely responsible for the payment of all associated fees and costs. Under Orrick’s engagement letter with the Trustee, Orrick could seek reimbursement of such expenses from the estates if Orrick obtains a recovery to the estate sufficient to reimburse Orrick

¹ Orrick has excluded the agreements previously filed with the Court, such as Orrick’s engagement letters with the Trustee (ECF Nos. 847-2 at Exhibit 1, 957-3 at Exhibit 1).

for these expenses. ECF No. 957-3 at Exhibit 1 p. 2-3. For the avoidance of doubt, Orrick will not seek reimbursement of any costs incurred prior to approval of its retention application.

2. Orrick has not entered a joint defense or common interest agreement with any party to the Securities Cases.² Whether the common interest doctrine applies to any particular circumstances is a legal question and this filing is not intended to waive any party's rights.

3. Orrick has not entered any cost-sharing contract with any party, including any plaintiff or plaintiff law firm in the Securities Cases, in connection with the Consilio Agreement or otherwise. In the interest of transparency, Orrick and counsel for the plaintiffs in the Securities Cases discussed a potential cost-sharing agreement, but no agreement was entered into.

² Those cases are *Franchi v. SmileDirect, Inc., et al.*, Case No. 3:19-cv-00962 (M.D. Tenn.) (Consol.); and *In re: SmileDirectClub, Inc. Secs. Litig.*, Case No. 19-1169-IV (Tenn. Ch. Ct.) (Consol.).

Dated: February 6, 2025

Respectfully submitted,

By: /s/ Ryan C. Wooten

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*Proposed Special Litigation Counsel for
the Chapter 7 Trustee*

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of February 2025, a true and correct copy of the foregoing document was filed and served via the Court's ECF and notification system to all parties registered to receive electronic notices in this matter.

/s/ Ryan C. Wooten
Ryan C. Wooten